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BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

Application Number: 10/572,990
Filing Date: February 07, 2007
Appellant(s): BRUCHLOS ET AL.

Steven M. Greenberg
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 05 July 2011

appealing from the Office action mailed 31 January 2011.

(1) Real Party in Interest

The Examiner has no comment on the statement, or lack of statement, identifying by name the real party in interest in the brief.

(2) Related Appeals and Interferences

The Examiner is not aware of any related appeals, interferences, or judicial proceedings which will be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The following is a list of claims that are rejected and pending in the application:

Claims 14, 21, 28, and 35-53 are pending and stand rejected. These claims are currently appealed.

(4) Status of Amendments After Final

The Examiner has no comment on the appellant's statement of the status of amendments after final rejection contained in the brief.

(5) Summary of Claimed Subject Matter

The Examiner has no comment on the summary of claimed subject matter contained in the brief.

(6) Grounds of Rejection to be Reviewed on Appeal

The Examiner has no comment on the appellant's statement of the grounds of rejection to be reviewed on appeal. Every ground of rejection set forth in the Office Action from which the appeal is taken (as modified by any advisory actions) is being maintained by the Examiner except for the grounds of rejection (if any) listed under the subheading "WITHDRAWN REJECTIONS." New grounds of rejection (if any) are provided under the subheading "NEW GROUNDS OF RJECTION."

(7) Claims Appendix

Examiner has no comment on the copy of the appealed claims contained in the Appendix to the appellant's brief.

(8) Evidence Relied Upon

6148290	Dan	09-1998
20020178120	Reid	05-2001
20050198111	Lamb	05-2002

"SOAP Version 1.2 part 1: Messaging Framework," W3C, 02 Oct 2001

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. **Claim 14, 21, 28, 35-36, 40, 42, 46, 48, and 52 are rejected under 35 U.S.C. 103(a) as being unpatentable over Dan et al. (US 6148290), in view of Reid et al. (US 20020178120).**

Referring to claims 14 and 28:

Dan discloses

creating said contract data comprising contract selection parameters (col. 7, lines 24-47; "This registration prefer-ably includes storing of a service contract identification number,

information regarding the service contract and the service contract itself.");

including said contract data into a request for said service (col. 7, line 24 thru col. 8, lines 20; "…in step 720, the contract enforcement code is generated and integrated with the service implementation code for enabling actual runtime invocation. FIG. 8 illustrates the use of the contract enforcement code during runtime, according to an embodiment of the present invention. In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction…");

issuing, via the network, said request for said service (col. 7, line 24 thru col. 8, lines 20 and abstract; "In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received),

and whether such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction…"); and

receiving, via the network the service according to said at least one service contract (col. 7, line 24 thru col. 8, lines 20 and abstract; "…the contract enforcement code invokes, in step 820, an appropriate application method (or program). After the appropriate service implementation logic is executed to provide this service, a response may be generated").

Dan discloses a system for providing services according to a contract. Dan does not disclose contract selection parameters for subsequently selecting at least one service contract out of said plurality of contracts; and where the at least one service contract is selected based upon the contract selection parameters.

Similarly, Reid teaches a system for storing contracts in a database, which may then be searched for a particular contract, and then determining the outstanding obligations of said contract (see paragraphs 35 and 42).

Reid teaches

contract selection parameters for subsequently selecting at least one service contract out of said plurality of contracts (paragraphs 33 and 35; the database can interface with other

databases or networks and may be searched for particular agreements based several parameters, including agreement number; when a database is searched for particular items, it selects the items which fit the search parameters and returns that item to the searcher); and

where the at least one service contract is selected based upon the contract selection parameters (paragraphs 33 and 35; the database can interface with other databases or networks and may be searched for particular agreements based several parameters, including agreement number; when a database is searched for particular items, it selects the items which fit the search parameters and returns that item to the searcher).

It would have been obvious to a person having ordinary skill in the art at the time of invention to modify the system disclosed by Dan, which seems to interface directly with a specific contract (see Figure 5) to include selecting the contracts from a database as taught by Reid as this would enable the storage of multiple contracts in a central repository, rather than individual storage, which would facilitate changes to the contract as well as increase security.

Referring to claim 21:

Dan teaches

at least one processor, wherein the at least one processor configured for (col. 7, lines 24-47; “server" and where a server inherently includes a processor):

creating said contract data comprising contract selection parameters (col. 7, lines 24-47; “This registration prefer-ably includes storing of a service contract identification number, information regarding the service contract and the service contract itself.”);

including said contract data into a request for said service (col. 7, line 24 thru col. 8, lines 20; “…in step 720, the contract enforcement code is generated and integrated with the service implementation code for enabling actual runtime invocation. FIG. 8 illustrates the use of the contract enforcement code during runtime, according to an embodiment of the present invention. In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether such a

request (or message, or document) is acceptable from the specific requester as per the rules of interaction…");

issuing said request for said service (col. 7, line 24 thru col. 8, lines 20; "In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction…"); and

receiving the service according to said selection (col. 7, line 24 thru col. 8, lines 20; "…the contract enforcement code invokes, in step 820, an appropriate application method (or program). After the appropriate service implementation logic is executed to provide this service, a response may be generated.").

Dan discloses a system for providing services according to a contract. Dan does not disclose contract selection parameters for subsequently selecting at least one service contract out of said plurality of contracts; and where the at least one service contract is selected based upon the contract selection parameters.

Similarly, Reid teaches a system for storing contracts in a database, which may then be searched for a particular contract, and then determining the outstanding obligations of said contract (see paragraphs 35 and 42).

Reid teaches

contract selection parameters for subsequently selecting at least one service contract out of said plurality of contracts (paragraphs 33 and 35; the database can interface with other databases or networks and may be searched for particular agreements based several parameters, including agreement number; when a database is searched for particular items, it selects the items which fit the search parameters and returns that item to the searcher); and

where the at least one service contract is selected based upon the contract selection parameters (paragraphs 33 and 35; the database can interface with other databases or networks and may be searched for particular agreements based several parameters, including agreement number; when a database is searched for particular items, it selects the items which fit the search parameters and returns that item to the searcher).

It would have been obvious to a person having ordinary skill in the art at the time of invention to modify the system disclosed by Dan, which seems to interface directly with a

specific contract (see Figure 5) to include selecting the contracts from a database as taught by Reid as this would enable the storage of multiple contracts in a central repository, rather than individual storage, which would facilitate changes to the contract as well as increase security.

Referring to claim 35:

Dan teaches

receiving, via the network, said contract data included in a request with which the service is requested, wherein said contract data comprises contract selection parameters for selecting at least one service contract out of said plurality of contracts (col. 7, line 24 thru col. 8, lines 20 and abstract; "…in step 720, the contract enforcement code is generated and integrated with the service implementation code for enabling actual runtime invocation. FIG. 8 illustrates the use of the contract enforcement code during runtime, according to an embodiment of the present invention. In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether

such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction…");

evaluating said contract selection parameters (col. 7, line 24 thru col. 8, lines 20; "The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction…");

providing, via the network, the service according to said contract (col. 7, line 24 thru col. 8, lines 20 and abstract; "…the contract enforcement code invokes, in step 820, an appropriate application method (or program). After the appropriate service implementation logic is executed to provide this service, a response may be generated.").

Dan discloses a service contract system for providing a service over a network. Dan does not explicitly disclose selecting one particular contract according to said evaluation and further selection logic.

However, Reid teaches a similar system for managing contracts. Reid teaches selecting one particular contract according to said evaluation and further selection logic (paragraph 35; "...allows a user to search for agreements based

on several fields including but not limited to: agreement number...").

It would have been obvious for a person of ordinary skill in the art (PHOSITA) at the time of invention to modify the system disclosed in Dan to incorporate selecting one particular contract according to said evaluation and further selection logic as taught by Reid because this would provide a manner for selecting the desired contract from among a plurality of contracts thus aiding the client by providing the proper contract.

Referring to claims 36, 42, and 48:

Dan teaches wherein said contract data is processed via software interfaces adapted to comprise said contract data, said interfaces comprising respective definitions of the protocol in use (col. 6, lines 38-61; "The client/requester logic implementation 528 executing in the client engine 516, makes its service requests via an interface 530 which is a standard programming interface identifying the types of requests for service which can be made for the service provided by the application 500…For example, enforcement code 512, upon receiving a request to be sent from the application 526, can log the request (noting time and content), number the request for

correlation to an anticipated response, provide a signing function, include a timer function and notification in event of timeout and pass the request by a chosen protocol.” and where it would have been obvious to a person having ordinary skill in the art at the time of the invention to include the protocols and ports required to communicate since communication takes place).

Dan does not teach where said interfaces comprise respective definitions of the transport protocol in use, of the messaging protocol in use, and on an associated port type in use. However, Examiner takes Official Notice that various transport protocols, messaging protocols, and port types were old and well known at the time of the invention (else, why would the invention need to specify the ones in use?) and therefore, it would have been obvious to a person having ordinary skill in the art at the time of invention, to define the protocols and port types which would be provided by the service provider because then it would be clear to all parties concerned, exactly what protocols and ports would be supported by the service provider.

Further, claim limitations that employ phrases of the type "adapted to," "capable of," or "for" doing something are typical of claim limitations which may not distinguish over prior art. It has been held that the recitation that an element is "adapted

to" perform a function is not a positive limitation but only requires the ability to do so.

Referring to claims 40, 46, and 52:

Dan teaches wherein multiple contract selection parameters are combined in a single service request (col. 7, line 24 thru col. 8, line 20; "The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service…" and where "rules" indicates the combination of multiple contract selection parameters in a single service request).

3. **Claims 37-39, 43-45, and 49-50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Dan et al. (US 6148290), in view of Reid et al. (US 20020178120), and further in view of "SOAP Version 1.2 part 1: Messaging Framework", W3C, 2 October 2001 (hereinafter referred to as "SOAP").**

Referring to claims 37, 43, and 49:

Dan and Reid do not disclose; however, SOAP teaches wherein said contract data is processed within header fields of a web service request (Section 4.2.1).

It would have been obvious for a person of ordinary skill in the art (PHOSITA) at the time of invention to modify the teachings of Dan and Reid to process said contract data within header fields of a web service request as taught by SOAP because this would allow for the exchange of information in a decentralized, distributed environment (see Abstract of SOAP reference).

Referring to claims 38, 44, and 50:

Dan and Reid do not disclose; however, SOAP teaches wherein said contract data is processed as a part of the endpoint specification of a respective service request (Section 4.2.3).

Referring to claims 39, 45, and 51:

Dan and Reid do not disclose; however, SOAP teaches wherein said contract selection parameters are transported in a SOAP message conforming to the SOAP standard (Section 1; "SOAP version 1.2 provides a simple and lightweight mechanism for exchanging structured and typed information between peers in a decentralized, distributed environment using XML").

4. **Claims 41, 47, and 52 are rejected under 35 U.S.C. 103(a) as being unpatentable over Dan et al. (US 6148290), in view of Reid, and further in view of Lamb et al. (US 20050198111).**

Referring to claims 41, 47, and 52:

Dan and Reid do not disclose; however, Lamb teaches wherein said contract selection parameters comprise meta-data identifying a particular contract (paragraph 96; "A format output bundle activity 1526 will hold all conditioned events for a determined amount of time, sort them by date, and bundle all of the conditioned event objects by contract clause ID and add any metadata needed to identify the bundle." implies that metadata may be used to identify a contract).

It would have been obvious for a person of ordinary skill in the art (PHOSITA) at the time of invention to modify the teachings of Dan as taught by Lamb because this would assist in identifying the appropriate contract.

(10) Response to Argument

Applicant argues that Dan does not disclose "including said contract data into a request for said service." Examiner respectfully disagrees. As Dan explains in the quoted passage from col. 7, line 24 thru col. 8, line 20, a contract enforcement code is generated and used by the requester. The code determines whether the request is allowed. If the requester has a valid code, the contract enforcement code then invokes the appropriate action.

Applicant further argues that Dan is concerned with the enforcement of one service contract, not the selection of one service contract from among a plurality of contracts. While Dan does not teach this on its face, Examiner has provided applicant with Reid, which specifically teaches this aspect of the invention. Reid allows a user (which may be a person or a computer) to search for a contract based on several different fields (paragraph 35).

Examiner anticipates the possible argument that Reid should not be combined with Dan. Dan, however, is enhanced by Reid. Dan discloses providing services according to a contract between the customer and the service provider. Reid teaches selecting a

particular contract from a database. When combined, Reid gives Dan more flexibility since Dan ostensibly provides for only one service contract for all customers, but when combined with Reid, Dan has the ability to provide multiple service contracts for different customers, or even the same customer. This allows Dan to proved different levels of service for different types of service or customers. Most providers have more than one customer, so this increases Dan's ability to meet customer needs.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the Examiner in the Related Appeals and Interferences section of this Examiner's Answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

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